

**ARTICLE 26
PERFORMANCE EVALUATION**

A. EVALUATION

1. Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of her/his duties. Performance standards are guidelines for performing the duties of a specific job. Performance standards and guidelines for performing the duties of a specific job shall be reasonable. The evaluation of each employee shall be based on the individual employee's performance.
2. The purposes of the performance evaluation include, but are not limited to, the following:

 - a. to accurately assess the individual employee's performance during the period under review;
 - b. to identify and acknowledge positive elements of job performance;
 - c. to identify deficiencies in performance;
 - d. to provide or identify measures to correct such deficiencies; and
 - e. to identify potential career development objectives and to provide strategies for achieving those objectives.
3. Except in the case of minor and non-substantive changes, the University will, 60 calendar days prior to implementing a new performance evaluation form or written performance standard, provide a copy of the proposed form or written standard to CUE Teamsters. If CUE Teamsters provides a written request to meet and discuss within 30 days of the notice date, the University shall meet and discuss with CUE Teamsters regarding the change. In addition, if CUE Teamsters requests in writing to meet about any alleged significant change in performance standards or performance evaluation form, the University shall meet and discuss within 30 days of CUE Teamsters' request regarding the change, if any.
4. Performance evaluation is not in and of itself a disciplinary procedure.
5. Clerical Unit employees who receive a "needs improvement" rating in any category(ies) of performance that represent at least 51% of her/his job expectations, shall have been informed of any such deficiencies, including information about how to correct such deficiencies, prior to receiving the annual written evaluation.
6. The performance of each non-probationary career employee shall be evaluated at least annually, in accordance with a process established by the University. The University will inform each new, non-probationary,

career employee or each employee transferred or rehired to a different department, when they should expect a performance evaluation. In the event a non-probationary career employee does not receive the written evaluation, the employee may take the following action:

- a. Within 15 calendar days of the date the written evaluation was due but not received, the employee shall make a written request for the evaluation to the employee's immediate supervisor. When an employee makes such a request, an evaluation shall be completed within 15 calendar days of the request, unless the parties mutually agree otherwise.
- b. In the event a non-probationary career employee does not receive a written evaluation and fails to request that an evaluation be completed within the required period of time, the employee's overall evaluation shall be "meets expectations."

B. EMPLOYEE RESPONSE TO AN EVALUATION

1. Acknowledgment or Affirmation of Evaluation

- a. An employee may acknowledge that s/he has received the performance evaluation by signing the evaluation and returning it to her/his supervisor. The employee's signature does not reflect either agreement or disagreement with the evaluation.
- b. If the employee does not sign the performance evaluation, the supervisor shall state on the evaluation form that the employee did not sign the evaluation. The supervisor's statement shall identify the day on which s/he provided the performance evaluation to the employee.

2. Employee Rebuttal of or Comments about the Evaluation

- a. **Rebuttal** - An employee shall be provided one (1) week to attach rebuttal information and/or documentation to the evaluation. The department head shall review timely-submitted rebuttal information prior to finalizing the evaluation and sending it to the employee's Personnel File. For those locations which utilize an online performance evaluation system, rebuttal filings shall be filed in accordance with the system.
- b. **Comments** – Within thirty (30) calendar days after receiving a University performance evaluation, an employee may write comments pertaining to her/his evaluation or add relevant materials, which may supplement, or enhance the evaluation. When the University receives such written comments or materials from the employee, they shall be attached to the performance evaluation and placed in the employee's personnel file in which performance evaluations are maintained.

3. Placement of the Evaluation in the Employee's Personnel File

Employees are provided one (1) week to submit rebuttal information before the University forwards the evaluation to the employee's personnel file. The performance evaluation shall be placed in the employee's personnel file after receiving either the employee's signature, or the supervisor's statement, in accordance with Section B.1. above, or after completion of the rebuttal process in accordance with Section B.2.a. above.

C. GRIEVABILITY

- 1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory, may file a grievance pursuant to the provisions of Article 7 – Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Steps 1 and 2 of the Grievance Procedure, but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.**
- 2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact and effects, shall not be subject to Article 7 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement, with the exception of Section C.1, above.**